

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.
 :
LENOX SALES, INC., *et al.* : 08-14679 (ALG)
 :
Debtors. : (Jointly Administered)
 :
-----X

NOTICE OF REJECTION OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES

PLEASE TAKE NOTICE that, on May 6, 2009, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Procedures Order”) in the above-referenced chapter 11 cases of Lenox Sales, Inc. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “Debtors”), among other things, approving expedited procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases (“Contracts” or “Leases,” as the case may be) (Docket No. 465).¹

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, the Debtors hereby provide notice of their intent to reject the Leases and/or Contracts listed on Schedule 1 hereto (the “Rejected Contracts and Leases”). Pursuant to the terms of the Procedures Order, unless a written objection is filed and served in accordance with the terms of the Procedures Order, the Leases and/or Contracts set forth on Schedule 1 to this Rejection Notice will be rejected pursuant to 11 U.S.C. § 365(a), and the following property shall be abandoned pursuant to 11 U.S.C. § 554(a), effective as of the later of (a) the date of this Notice, unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Lease or Contract, (b) the date of the surrender of the leased property to the affected lessor (where applicable), or (c) the effective date otherwise set forth on Schedule 1 (the “Rejection Date”).

PLEASE TAKE FURTHER NOTICE that objections, if any, to this Rejection Notice must be filed and served so that such objection is filed with the Bankruptcy Court and actually received by the following parties no later than twenty (20) days after the date this Rejection Notice is filed with the Bankruptcy Court (i.e., by July 15, 2009): (i) the Debtors, 1414 Radcliffe Street, Bristol, PA 19007-5496 (Attn: Carl Landeck), (ii) counsel to the Debtors, Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Alfredo R. Pérez, Esq.), (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Susan D. Golden, Esq.), and (iv) Cooley Godward Kronish LLP, 1114 Avenue of the Americas, New York, New

¹ The Procedures Order is attached hereto as Schedule 2.

York 10036 (Attn: Cathy Herschopf, Esq.) as counsel for the Creditors' Committee (collectively, the "Rejection Notice Parties").

PLEASE TAKE FURTHER NOTICE that, if an objection to this Notice is timely filed and served, the Debtors shall seek a hearing on such objection and shall provide notice of such hearing to the objecting party and the Rejection Notice Parties. If such objection is overruled by the Court or withdrawn, the rejection of the Contract or Lease shall be deemed effective (a) as of the Rejection Date, or (b) as otherwise determined by the Court as set forth in any order overruling such objection.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with the Contract or Lease counterparty as a security deposit or otherwise, the Contract or Lease counterparty may not setoff or otherwise use such deposit without the prior authorization of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, for any claim that you may assert against the Debtors as a result of the rejection of any Contract or Lease, you must submit a proof of claim for damages arising from such rejection, if any, to Garden City Group, Inc.:

| | |
|---|---|
| If by overnight courier or hand delivery, to: | If by first-class mail, to: |
| The Garden City Group, Inc. Attn: Lenox Sales, Inc. 105 Maxess Road Melville, NY 11747 | The Garden City Group, Inc. Attn: Lenox Sales, Inc. P.O. Box 9000 #6513 Merrick, NY 11566-9000 |

on or before the date that is 45 days after the date an order is entered approving the rejection of the Contract or Lease. If you do not timely file such proof of claim, you shall be forever barred from asserting a claim for damages arising from the rejection of the applicable Lease or Contract.

Dated: June 25, 2009
New York, New York

BY ORDER OF THE COURT

Schedule 1

EXECUTORY CONTRACT

| Contract Counterparty (Name / Address) | Date of Contract | Description of Contract | Effective Date of Rejection |
|---|-------------------------|--------------------------------|------------------------------------|
| Inter-Tel NetSolutions 885 Trademark Drive Reno, NV 89521 | August 16, 2005 | Telecom services | June 29, 2009 |

Schedule 2

Procedures Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

| | | |
|----------------------------------|---|------------------------|
| -----X | : | |
| In re | : | Chapter 11 Case No. |
| | : | |
| LENOX SALES, INC., <i>et al.</i> | : | 08-14679 (ALG) |
| | : | |
| Debtors. | : | (Jointly Administered) |
| | : | |
| -----X | | |

**ORDER PURSUANT TO SECTIONS
105(a), 365 AND 554(a) OF THE BANKRUPTCY
CODE FOR AUTHORIZATION TO (I) REJECT
CERTAIN UNEXPIRED LEASES AND EXECUTORY
CONTRACTS AND (II) ESTABLISH EXPEDITED PROCEDURES
FOR THE FUTURE REJECTION OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND ABANDONMENT OF RELATED PERSONAL PROPERTY**

Upon the motion, dated March 26, 2009 (the “Motion”), of Lenox Sales, Inc. and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (collectively, the “Debtors”)¹, for entry of an order, pursuant to sections 105(a) and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for authorization to (i) reject certain executory contracts and unexpired leases and (ii) establish expedited procedures for the future rejection of executory contracts and unexpired leases, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Referral of Cases to Bankruptcy Judges of the District Court for the Southern District of New York, dated July 19, 1984 (Ward, Acting C.J.); and consideration of the Motion and the relief requested therein being a core proceeding

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Lenox Sales, Inc. (3270), Lenox Group Inc. (4956), Lenox, Incorporated (8476), D 56, Inc. (0891), FL 56 Intermediate Corp. (4955), Lenox Retail, Inc. (3269), and Lenox Worldwide, LLC (7980).

pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Southern District of New York (Attn: Susan D. Golden, Esq.), (ii) Paul, Hastings, Janofsky & Walker LLP, 600 Peachtree Street, N.E., 24th Floor, Atlanta, Georgia 30308 (Attn: Jesse H. Austin, III, Esq.) and Park Avenue Tower, 75 East 55th Street, First Floor, New York, New York 10022 (Attn: Leslie A. Plaskon, Esq.), as counsel for UBS AG, Stamford Branch, the administrative agent for the Debtors' prepetition secured revolving loan lenders and as counsel for the Debtors' proposed postpetition lenders, (iii) Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Adam C. Harris, Esq.) as counsel for The Bank of New York Mellon, the administrative and collateral agent for the Debtors' prepetition secured term loan lenders, and LDG-Delaware Opco, Inc., the purchaser of certain of the Debtors' assets, (iv) Cooley Godward Kronish LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Cathy Hershcopf, Esq.) as counsel for the Official Committee of Unsecured Creditors, and (v) the Pension Benefit Guaranty Corporation, Distress Terminations, Dept. of Insurance Supervision & Compliance, Suite 270, 1200 K Street NW, Washington, DC 20005-4026 (Attn: Marc S. Pfeuffer, Esq.), and it appearing that no other or further notice need be provided; and objections to the relief requested in the Motion having been filed; and the parties having resolved the Objections based upon the terms set forth herein; and the Court having determined that the relief requested in the Motion, as modified by the terms of this Order, being in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is GRANTED as modified herein; and it further

ORDERED that pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, the Debtors' rejection of the Contracts and Leases listed on Exhibit A hereto (the "Rejected Contracts and Leases") is hereby approved, with such rejection deemed effective as of March 26, 2009; and it is further

ORDERED that all claims for damages arising as a result of the rejection of the Rejected Contracts and Leases shall be filed by the date that is 45 days following the date of service of notice of entry of this Order, or be barred; and it is further

ORDERED that the following procedures (the "Rejection Procedures") for the Debtors' rejection of Leases and Contracts pursuant to section 365(a) of the Bankruptcy Code and abandonment of related personal property pursuant to section 554(a) of the Bankruptcy Code are hereby authorized and approved and established in the Debtors' chapter 11 cases:

- (a) The Debtors will file on the docket for these chapter 11 cases a notice (the "Rejection Notice") setting forth the proposed rejection of one or more Contracts and/or Leases,² and will serve the Rejection Notice via Federal Express or other overnight mail delivery service and fax or email (where available) on: (i) the non-Debtor party under the respective Lease or Contract at the last known address available to the Debtors, (ii) counsel for the statutory committee of unsecured creditors appointed in these chapter 11 cases (the "Creditors' Committee"), (iii) the United States Trustee for the Southern District of New York (the "U.S. Trustee"), and (iv) counsel for the Purchaser (collectively, the "Rejection Notice Parties").
- (b) The Rejection Notice shall be substantially in the form of Exhibit "B" annexed hereto. With respect to real property Leases to be rejected, the Rejection Notice shall set forth the following information, to the best of the Debtors' information: (i) the street address of real property that is the subject of the Lease (if applicable), (ii) the monthly rental obligation, (iii) the remaining

² Consistent with Rule 6006(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), however, no more than 100 executory contracts or unexpired leases will be contained on any one Rejection Notice.

term of the Lease, and (iv) the name and address of the affected landlord. With respect to personal property Leases and Contracts to be rejected, the Rejection Notice shall set forth the following information, to the best of the Debtors' information: (i) the name and address of the contract counterparty, and (ii) a brief description of the Contract to be rejected. All Rejection Notices will be accompanied by a copy of the Order granting this Motion.

- (c) Should a party in interest object to the proposed rejection of a Contract or Lease, such party must file and serve a written objection so that such objection is filed with this Court and **actually received** by the Debtors and the Rejection Notice Parties as set forth in the Rejection Notice no later than twenty (20) days after the date that the Debtors served the Rejection Notice.
- (d) If no timely objection is filed and served with respect to a Rejection Notice, the Debtors shall file with the Court a certificate of no objection along with a Rejection Order. The Rejection Order shall provide, *inter alia*, that the rejection of such Contract or Lease shall be deemed effective as of the date set forth in the applicable Rejection Notice (which shall not be earlier than the date the Rejection Notice is filed with the Court) or, if no such date is set forth therein, the date the Rejection Notice is filed with the Court; provided, however, that the effective date of the rejection of a Lease shall not occur until the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and/or turning over keys, key codes or alarm codes to the affected landlord (the "Rejection Date"). Notwithstanding the foregoing, to the extent the Debtors and an affected landlord agree in writing to a methodology for determining the Rejection Date that is inconsistent with the terms of this subparagraph, such agreement shall control.
- (e) If a timely objection is properly filed and served on the Debtors and the Rejection Notice Parties as specified above, and unless the parties otherwise agree in writing, the Debtors will schedule a hearing to consider the objection. If the objection is overruled by the Court or withdrawn, the rejection of the affected Contract or Lease shall be deemed effective either (a) as of the Rejection Date, or (b) as otherwise determined by the Court in any order overruling such objection.
- (f) If the Debtors have deposited monies with a Lease or Contract counterparty as a security deposit or other arrangement, such Lease or Contract counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court.

- (g) If an affected lessor or counterparty or any other party in interest (the “Rejection Claimant”) asserts a claim or claims against the Debtors arising from the rejection of a Contract or Lease, such Rejection Claimant shall submit a proof of claim to the Debtors’ claims and noticing agent, The Garden City Group, Inc., on or before the date that is 45 days after the date of (x) service of notice of the entry of an order is entered approving the rejection of the Contract or Lease or (y) service of the notice providing that such claim should be filed. If a Rejection Claimant does not timely file such proof of claim, such claimant shall be forever barred from asserting a claim for such rejection damages.
- (h) The Debtors also request authority, prior to and through the Rejection Date, to remove any property from the premises that are the subject of any rejected Lease consistent with the Debtors’ ownership rights or other property interests therein, personal property that the Debtors have installed in or about the leased premises (i.e., fixtures, furniture, equipment, and other property) that is either owned by the Debtors, leased by the Debtors from third parties, or subject to any equipment financing agreements with third parties.³ Moreover, to the extent that the Debtors determine that any interest of the Debtors in such property has little or no value or that the preservation thereof will be burdensome to their estates compared with the expense of removing and storing such property, the Debtors request authority to abandon, in their sole discretion, such property remaining at the premises subject to a rejected Lease as of the Rejection Date. No personal property subject to a true lease shall be abandoned without first rejecting the applicable Lease. If such a Lease is rejected, the automatic stay shall be deemed modified to permit the respective personal property lessor to recover such abandoned property in a reasonably prompt manner after abandonment. In the event the Debtors propose to abandon property, the foregoing notice and objection procedures will apply and the Rejection Notice will set forth a description of the property proposed to be abandoned, as required by Rule 6007-1 of the Local Bankruptcy Rules for the Southern District of New York. Absent a timely objection filed in accordance with these Rejection Procedures, any property remaining in the leased premises will be deemed abandoned pursuant to section 554 of the Bankruptcy Code as of the Rejection Date and, except as set forth above, the landlord(s) may dispose of any abandoned property without liability to any third party claiming an interest in such abandoned property.

³ The Debtors will not remove any property that is owned by an applicable Landlord.

ORDERED that, pursuant to section 365(a) of the Bankruptcy Code, the Debtors' rejection of Leases and Contracts in accordance with the Rejection Procedures set forth in this Order is hereby approved; and it is further

ORDERED that, pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon any personal property, furniture, fixtures, and/or equipment remaining at the premises subject to a rejected Lease in accordance with the procedures set forth in this Order; and it is further

ORDERED that the Debtors are hereby authorized to execute and deliver all instruments and documents, and take such other actions, as may be necessary or appropriate to implement and effectuate the Rejection Procedures as approved by this Order; and it is further

ORDERED that to the extent not inconsistent with the relief granted herein, entry of this Order is without prejudice to the rights of the Debtors to seek further, other, or different relief regarding the Leases and Contracts pursuant to, among other things, section 365 of the Bankruptcy Code; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: May 6, 2009
New York, New York

/s/ Allan L. Gropper
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

(Contracts and Leases To Be Rejected)

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|------------------------------|--|-------------------------|--|--------------------|
| 1 | City of San Francisco | - | 2003 | Royalty agreement (already expired) | \$0 |
| 2 | | Affiliated FM c/o Wells Fargo Insurance 4300 Market Pointe Drive Bloomington, MN 55435 Attn: Ms. Ruby .Hall | 01/01/2009 | Property Insurance Policy | \$0 |
| 3 | | Al Chenoweth 14969 Thornridge Drive Plymouth, MI 48170 | 4/1/97 | Employment Agreement | \$0 |
| 4 | | Allied Barton 3606 Horizon Drive King of Prussia, PA 19406 Contact: Linda Kitchen | 3/10/08 | Security Guard coverage. | \$0 |
| 5 | | American Financial Printing, Inc. AFPI 404 Industrial Boulevard Minneapolis, MN 55413 877.378.0711 Attn: Scot DeWitt, President | N/A | Printing services | \$0 |
| 6 | | American Pacific Enterprises, LLC 1244 Sutter St. San Francisco, CA 94109 | | License for use on fashion bedding products. | \$0 |
| 7 | | American Software USA, Inc. 470 E Paces Ferry Rd Ne Atlanta, GA 30305-3301 | December 2, 1994 | Business Technology Agreements | \$0 |
| 8 | | Anna Griffin 2270 Marietta Blvd. Atlanta, GA 30318 | | Design and TM License | \$0 |
| 9 | Artist & Designer Agreements | Anna Maria 1730 Old Hickory Blvd Brentwood, TN 37027 | 2005 | Copyright license | \$0 |
| 10 | Artist & Designer Agreements | Anna Walker PO Box 9 Flemington Victoria Australia 3031 | 03/01/06 | Copyright license | \$0 |

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|------------------------------|---|-------------------------|-----------------------------------|--------------------|
| 11 | | Arigo – Intelligent Trade Solutions 85 Rangeway Road, North Billerica, Ma 01862 Attn: Brian Anderton | 5/1/2007 | Support and maintenance agreement | \$0 |
| 12 | | ASI PO Box 105034, Atlanta, GA 30348 Attn: Fred Pember | 2/1/2008 | Services | \$0 |
| 13 | | AT&T 901 Marquette Ave. Minneapolis, MN 55402-3205 Attn: Michelle McManus | 8/23/2006 | Facilities and network agreement | \$0 |
| 14 | | AT&T 901 Marquette Ave. Minneapolis, MN 55402-3205 Attn: Michelle McManus | 4/21/2006 | Leased networking hardware | \$0 |
| 15 | | AT&T 901 Marquette Ave. Minneapolis, MN 55402-3205 Attn: Michelle McManus | 4/21/2006 | Services | \$0 |
| 16 | | AT&T 901 Marquette Ave. Minneapolis, MN 55402-3205 Attn: Michelle McManus | 6/1/2006 | Services | \$0 |
| 17 | | AT&T 901 Marquette Ave. Minneapolis, MN 55402-3205 Attn: Michelle McManus | 12/14/2004 | Services | \$0 |
| 18 | | AT&T 901 Marquette Ave. Minneapolis, MN 55402-3205 Attn: Michelle McManus | 9/4/2006 | Services | \$0 |
| 19 | | AT&T 901 Marquette Ave. Minneapolis, MN 55402-3205 Attn: Michelle McManus | 6/1/2006 | Services | \$0 |
| 20 | | Atlantic City Electric Company and Wyeth Holdings Drinker, Biddle & Reath 105 College Road East Suite 300 Princeton, NJ 08540 c/o Lori A. Mills, Esquire | 09/30/94 | Contribution Agreement | \$0 |
| 21 | Artist & Designer Agreements | Avalon Concepts 1055 Leisz Bridge Road Leesport, PA 19533 | - | Copyright license | \$0 |
| 22 | | Avaya Financial Services 1 CIT Drive, Livingston, NJ 07039 Attn: Robert Barrios | 12/1/2007 | Hardware lease | \$0 |

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|------------------------------|---|-------------------------|-----------------------------|--|
| 23 | | Avaya Inc. 3795 Data Drive Norcross, GA 30092 Attn: Customer Care | 7/5/2007 | Services | \$0 |
| 24 | | Avaya Inc. 3795 Data Drive, Norcross, GA 30092 Attn: Customer Care | 7/22/2007 | Services | \$0 |
| 25 | | Avaya Inc. 3795 Data Drive, Norcross, GA 30092 Attn: Customer Care | 7/8/2007 | Services | \$0 |
| 26 | | Avaya Inc. 3795 Data Drive, Norcross, GA 30092 Attn: Customer Care | 7/29/2007 | Services | \$0 |
| 27 | | Bank of America #002-2265681 Email: emg@leaseadmincenter.com Fax: 312-974-5560 | 01/15/2007 | Lease - copiers | Total cure amount for Bank of America Leases: \$3,243.74 |
| 28 | Artist & Designer Agreements | Barb Tourtillotte 2128 Sahalee Dr. East Sammamish, WA 98074 | | Copyright license | \$0 |
| 29 | | Barbara Marsten. 1203 North Sweetzer Avenue #104 West Hollywood, CA 90069 | | Copyright design agreement. | \$0 |
| 30 | Artist & Designer Agreements | Barbara McDonald 4016 Dover Road Jacksonville, FL 32207 | - | Copyright license | \$0 |
| 31 | Artist & Designer Agreements | Becky Arivra 1410 Lasnick Lane Walnut Creek, CA 94596 | - | Copyright license | \$0 |
| 32 | Artist & Designer Agreements | Beijo Properties, Inc (Susan Handley) 11400 W Olympic Blvd. Suite 200 Los Angeles, CA 90064 | 01/01/07 | Copyright and TR licenses | \$0 |
| 33 | | Bertil Vallien Afors 361 94 Eriksmala Sweden Bertil.Valiien@Kostaboda.se | | | \$0 |
| 34 | Artist & Designer Agreements | Bertil Vallien AFORS 361 94 Eriksmala Sweden | | Work for hire | \$0 |

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|------------------------------|---|----------------------------|---------------------------------|---|
| 35 | Artist & Designer Agreements | Beth Metsch 1859 S. Washington Street Denver, CO 80210 | 2005 | Copyright license | \$0 |
| 36 | Artist & Designer Agreements | Betsy Cavallo 1 Joseph Road Hopkington, MA 01748 | - | Copyright license | \$0 |
| 37 | Artist & Designer Agreements | Biltmore Estates One North Park Square Asheville, NC 28801 | - | Copyright, TM licenses | \$0 |
| 38 | | Board of County Commissioners of Washington County Maryland County Administrator 100 West Washington St. Room 226 Hagerstown, MD 21740 | 11/25/2003 (as amended) | Conditional Grant Agreement | \$0 |
| 39 | | Broadridge Investor Communications Solutions Attn: Matthew Criscenzo Po Box 23487 Newark, NJ 07189 | N/A | Investor Communication Services | \$0 |
| 40 | | BTR Tilton, LLC 99 Wood Avenue South Suite 305 Iselin, NJ 08830 | 12/20/2006 | Remediation Agreement | \$0 |
| 41 | | Burr Sebring 48 Jenny's Lane Barrington, RI 02806 | 1994 | Copyright design agreement. | \$0 |
| 42 | Artist & Designer Agreements | C. Bennett & J. Marcus C/O Creative Prod. Group Ms. Pat Clarke 8515 N. Palmer Court Kansas City, MO 64157 | - | Copyright license | \$0 |
| 43 | | Canon Financial Services P.O. Box 4004 Carol Stream, IL 60197-4004 #001-0053435-009 | 07/24/2006 | Lease - canon copiers/printers | Total Cure for all Canon leases: \$3,701.79 |
| 44 | | Canon Financial Services P.O. Box 4004 Carol Stream, IL 60197-4004 #001-0053435-012 | 08/21/2007 | Lease - canon copiers/printers | See above |
| 45 | | Canon Financial Services P.O. Box 4004 Carol Stream, IL 60197-4004 #001-0053435-013 | 10/10/2007 | Lease - canon copiers/printers | See above |
| 46 | | Canon Financial Services P.O. Box 4004 Carol Stream, IL 60197-4004 #408279 | - | Lease - canon copiers/printers | See above |

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|------------------------------|--|-------------------------|--|--------------------|
| 47 | | Career Builder 13047 Collection Center Drive Chicago, IL 60693-0130 | | Recruiting services | \$0 |
| 48 | Artist & Designer Agreements | Carol Eldridge 17 Maverick Street Marblehead, MA 01945 | 2006 | Copyright license | \$0 |
| 49 | Artist & Designer Agreements | Carrie Harper 130 Green River Road Alford, MA 01230 | 01/06/06 | Work for hire | \$0 |
| 50 | Artist & Designer Agreements | Carrie Harper 130 Green River Road Alford, MA 01230 | - | Work for hire | \$0 |
| 51 | Agent | Ceramaster International Corporation 9th Floor, No 139, Sec 2 Chien Kuo N. Road Taipei, Taiwan, ROC | 10/15/91 | Services | \$14,162.40 |
| 52 | | Ceridian 3311 E. Old Shakopee Road, Minneapolis, MN 55425 Vicki J. Noetzelman | | Payroll services | \$0 |
| 53 | | Charles Mann Associates Suite 800 1111 14th Street, N.W. Washington, DC 20005-5666 Attn: Charles Mann, Ph.D. | N/A | Employment consulting services | \$0 |
| 54 | Artist & Designer Agreements | Chris Del Monica 3642 Crescent Drive Lafayette, CA 94549 | - | Copyright license | \$0 |
| 55 | | Christie Pabarue Mortensen & Young 1880 JFK Boulevard 10th Floor Philadelphia, PA 19103 Attn: James Pabarue | N/A | Legal services | \$0 |
| 56 | | Christine Costello -Vaughan 284 Mountain View Shaftsbury, VT 05262 | | copyright design agreement. | \$0 |
| 57 | Artist & Designer Agreements | Christy Silacci 10185 Valley Ford Road Petaluma, CA 94952 | 2008 | Copyright license | \$0 |
| 58 | | Chubb Insurance Company c/o Wells Fargo Insurance 4300 Market Pointe Drive Bloomington, MN 55435 Attn: Ms. Ruby Hall | 01/01/2009 | International package insurance policy | \$0 |

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|------------------------------|---|-------------------------|---|--------------------|
| 59 | | Chubb Insurance c/o Wells Fargo Insurance 4300 Market Pointe Drive Bloomington, MN 55435 Attn: Ms. Ruby Hall | 01/01/2008 | Commercial umbrella liability insurance | \$0 |
| 60 | Artist & Designer Agreements | Chuck Fischer 2715 N. Ocean Blvd. #9E Ft. Lauderdale, FL 33308 | 2006 | Copyright license | \$0 |
| 61 | | Colin Cowie Lifestyle 8439 Sunset Boulevard Suite 406 Los Angeles CA 90069 | | copyright design agreement. | \$0 |
| 62 | | Colonial Williamsburg Foundation. PO Box 1776 Williamsburg, VA 23187-1776 | N/A | TM and design license | \$0 |
| 63 | Artist & Designer Agreements | Corey Williams 662 25th Avenue San Francisco, CA 94121 | | Copyright license | \$0 |
| 64 | Artist & Designer Agreements | Country Artists, Ltd. Avenue Farm, Stratford-Upon-Avon Warwickshire CV37 OH England Attn: Richard Cooper, Managing Director | 12/01/06 | Work for hire | \$0 |
| 65 | Artist & Designer Agreements | Country Artists, Ltd. Stratford-Upon-Avon Warwickshire CV35 954 England | - | Copyright license | \$0 |
| 66 | | Cowan Liebowitz & Latman 1133 Avenue of the Americas New York, NY 10036-6799 Attn: Mary Kevlin | N/A | Legal services | \$0 |
| 67 | | Coyne Textiles Svcs P.O. Box 200556 Pittsburgh, PA 1521 | 10/1/03 | Door mats | \$0 |
| 68 | Artist & Designer Agreements | Creatif Licensing - Richardson 31 Old Town Crossing Mt Kisco, NY 10549 | 2005 | Copyright license | \$0 |
| 69 | | Creative Good, Inc. 307 W. 38th Street 17th Floor New York, NY 10018 | 1/31/2008 | Consulting | \$0 |
| 70 | | Cummins NPower LLC 1600 Buerkle Road St. Paul, MN 55110 | 01/03/2008 | Generator Maintenance Services | \$0 |

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|------------------------------|--|-------------------------|-------------------------|--------------------|
| 71 | Artist & Designer Agreements | Dan Mehlman 152 Hudson Ave Delmar, NY 12054 | 05/01/02 | Work for hire | \$0 |
| 72 | Artist & Designer Agreements | Dancing Crow 202 Park Avenue Thomasville, GA 31792 | 2005 | Copyright license | \$0 |
| 73 | Artist & Designer Agreements | Daniel Horne 900 Edgemoor Road Cherry Hill, NJ 08034 | - | Copyright license | \$0 |
| 74 | Artist & Designer Agreements | Dede Barsness 4125 65TH Street Webster, MN 55088 | - | Copyright license | \$0 |
| 75 | | DeLage Landen Financial Services, Inc. 1111 Old Eagle School Rd. Wayne, PA 19087 Attn: Tom Rutkowski, Residuals #24846661 | 08/23/07 | Lease- copiers | \$0 |
| 76 | | DeLage Landen Financial Services, Inc. 1111 Old Eagle School Rd. Wayne, PA 19087 Attn: Tom Rutkowski, Residuals #24856395 | 10/05/2007 | Lease- copiers | \$0 |
| 77 | | DeLage Landen Financial Services, Inc. 1111 Old Eagle School Rd. Wayne, PA 19087 Attn: Tom Rutkowski, Residuals #24856407 | 10/05/2007 | Lease- copiers | \$0 |
| 78 | | DeLage Landen Financial Services, Inc. 1111 Old Eagle School Rd. Wayne, PA 19087 Attn: Tom Rutkowski, Residuals #24843975 | - | Lease- copiers | \$0 |
| 79 | | DeLage Landen Financial Services, Inc. 1111 Old Eagle School Rd. Wayne, PA 19087 Attn: Tom Rutkowski, Residuals #2487744 | - | Lease- copiers | \$0 |
| 80 | | Delilah Road Associates, LLC c/o Hance C. Jacquett, Esq. 160 Shore Road Somers Point, NJ 08244 | 8/31/2007 | Covenants on Sale. | \$0 |
| 81 | | Deloitte & Touche LLP 1700 Market Street Philadelphia, PA 19103-3984 Attention: R. Kurt Williams | 10/3/2008 | Services | \$0 |

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|-----------------------|---|--------------------------|-------------------------|--------------------|
| 82 | | Deloitte & Touche LLP 1700 Market Street Philadelphia, PA 19103-3984 Attention: R. Kurt Williams | 10/3/2008 | Tax Services | \$0 |
| 83 | | Deloitte Financial Advisory Services LLP Two World Financial Center New York, NY 10281-1414 Attention: Kirk A. Blair | 10/16/2008 | Services | \$0 |
| 84 | | Delta Dental 3560 Delta Dental Drive Eagan, MN 55122-3166 attn: Ms. Cynthia Krech | | Employee Benefits | \$0 |
| 85 | | Dept. of Business and Economic Development State of Maryland Attn: Loan Administration Unit 217 East Redwood St. 22 nd Floor Baltimore, MD 21202 | 8/5/2003 (as amended) | Loan Agreement | \$0 |
| 86 | | Dial America Marketing 960 Macarthur Blvd. Mahway, NJ 07495 Katie Johnson | 8/1/2007 | Services | \$0 |
| 87 | | Diversified Distribution Services 2828 10th Ave South, Suite 200 Minneapolis, MN 55047 Cindy Jean Falk | 5/6/02 | Retail Stores Supplies | \$0 |
| 88 | | Dorsey & Whitney Suite 1500 50 South Sixth Street Minneapolis, MN 55402-1498 Attn: Robert Rosenbaum | N/A | Legal services | \$0 |
| 89 | | Drinker Biddle One Logan Square 18th and Cherry Streets Philadelphia, PA 19103-6996 Attn: William Warren | N/A | Legal services | \$0 |
| 90 | | Duane Morris LLP 30 South 17th Street Philadelphia, PA 19103-4196 Att: Lewis Gould | N/A | Legal services | \$0 |
| 91 | | Eimer Stahl Klevorn & Solberg LLP 224 South Michigan Avenue, Suite 1100 Chicago, Illinois 60604 Attn: Andrew Klevorn | N/A | Legal services | \$0 |

| No. | Contract Title | Contract Counter Party | Date of Contract | Type of Contract | Cure Amount |
|------------|------------------------------|--|-------------------------|--------------------------------------|--------------------|
| 92 | Artist & Designer Agreements | Elaine Damon 113 Beach Street North Branford, CT 06471 | 2003 | Copyright license | \$0 |
| 93 | Artist & Designer Agreements | Ellen Gomoll 5508 Breezy Road Mound, MN 55634 | - | Copyright license | \$0 |
| 94 | | EthicsPoint, Inc. 13221 SW 68th Parkway, Suite 120 Portland, OR 97223 Attn: | N/A | governance, risk and compliance | \$0 |
| 95 | | Expeditors Int'l 510 McCormick Drive, Suites K-N, Glen Burnie, MD 21061 | N/A | Logistics Solutions | \$0 |
| 96 | | Federal Insurance Company (Chubb) c/o Wells Fargo Insurance 4300 Market Pointe Drive Bloomington, MN 55435 Attn: Ms. Ruby Hall | 10/07/2008 | Fiduciary liability insurance policy | \$0 |
| 97 | Artist & Designer Agreements | Flynn Research Inc. C/O Creative Prod. Group Ms. Pat Clarke 8515 N. Palmer Court Kansas City, MO 64157 | - | Copyright license | \$0 |
| 98 | | Fox Rothschild. 75 Eisenhower Parkway Suite 201 Roseland, NJ 07068 Attn: Stephen Ploscowe | N/A | Legal services | \$0 |